

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SKYLINE VENTURE PARTNERS V, L.P.		04/13/2012	LIMITED PARTNERSHIP: DELAWARE
CHL MEDICAL PARTNERS III, L.P.		04/13/2012	LIMITED PARTNERSHIP: DELAWARE
CHL MEDICAL PARTNERS III SIDE FUND, L.P.		04/13/2012	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	CELULA, INC.
Street Address:	5820 Nancy Ridge Dr., Suite 100
Internal Address:	Attn: President
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3314972	CELULA

CORRESPONDENCE DATA

Fax Number: 2134432926
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-617-5493
 Email: jcravitz@sheppardmullin.com
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
 Address Line 1: 333 S. Hope St., 48th Floor
 Address Line 2: Attn: J. Cravitz
 Address Line 4: Los Angeles, CALIFORNIA 90071

CH \$40.00 3314972

ATTORNEY DOCKET NUMBER:	20HP-165100
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	05/31/2012

Total Attachments: 11

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CELULA, INC.

AMENDMENT NO. 1 TO SECURITY AGREEMENT

This Amendment No. 1 to Security Agreement (this "**Amendment**") is made as of April 13, 2012, by and among Celula, Inc., a Delaware corporation (the "**Company**") and the Investors (each an "**Investor**" and together the "**Investors**") listed on the signature pages to that certain Security Agreement dated as of October 24, 2011 by and among the Company and the Investors (the "**Security Agreement**"). The Company and the Investors are each a "**Party**" and collectively the "**Parties**." Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Agreement.

WHEREAS, pursuant that certain Note and Warrant Purchase Agreement dated October 24, 2011 by and among the Company and the Investors (the "**Bridge Financing Purchase Agreement**") the Investors previously purchased Notes (as defined in the Bridge Financing Purchase Agreement) in an aggregate principal amount of approximately \$4,000,000 and related Warrants (as defined in the Bridge Financing Purchase Agreement) (the "**Initial Bridge Financing**");

WHEREAS, concurrently herewith the Company and Investors are entering into that certain Amendment No. 1 to Note and Warrant Purchase Agreement (the "**Bridge Amendment**") to extend the Initial Bridge Financing to allow the Company to issue and sell an additional \$3,000,000 in principal amount of Notes and related Warrants in a Second Closing (as defined in the Bridge Amendment) on the terms and conditions as set forth therein;

WHEREAS, each of CHL Medical Partners III, L.P. and CHL Medical Partners III Side Fund, L.P. (together "**CHL Medical**") and Skyline Venture Partners V, L.P. ("**Skyline**") have informed the Company that they will not participate in the Second Closing and have agreed to surrender to the Company for cancellation the Notes and Warrants held by them, which surrender for cancellation shall be contingent and effective upon the Second Closing;

WHEREAS, as a result of the foregoing surrenders for cancellation, the Notes held by CHL Medical and Skyline and the indebtedness of the Company represented thereby shall no longer be outstanding as of the Second Closing;

WHEREAS, effective as of the Second Closing, the Investors desire to remove CHL Medical and Skyline as parties to the Security Agreement and as holders of the security interest and lien granted thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. GLOBAL AMENDMENT TO THE SECURITY AGREEMENT.

Effective as of the Second Closing, the Security Agreement is hereby amended to remove CHL Medical and Skyline as parties thereto and to revoke and terminate all rights and privileges that any of CHL Medical and Skyline had pursuant to the provisions thereof.

2. SECTION 1 OF THE SECURITY AGREEMENT.

Section 1 of the Security Agreement is hereby amended and restated to read in its entirety as follows:

"1. Purpose. This Agreement is granted by the Company in favor of the Participating Investors (as defined in the Bridge Amendment (as defined below)) under that certain Note and Warrant Purchase Agreement dated as of October 24, 2011 (the "**Original Purchase Agreement**"), as amended by Amendment No. 1 thereto dated as of April 13, 2012 (the "**Bridge Amendment**" and together, the "**Purchase Agreement**"), and the Secured Convertible Promissory Notes issued to Participating Investors by the Company under the Purchase Agreement (as may be amended, restated, modified or replaced from time to time, the "**Notes**"). Under the Original Purchase Agreement and the Notes issued thereunder, Investors loaned the Company the sum of approximately \$4,000,000. Under the Bridge Amendment and the Notes issued thereunder, Participating Investors may loan the Company an additional sum of up to approximately \$3,000,000. The Company has agreed to secure all debt of the Company to Participating Investors in accordance with the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning set forth under the Purchase Agreement."

3. SECTION 5 OF THE SECURITY AGREEMENT.

Section 5 of the Security Agreement is hereby amended to change the address where the Collateral is or will be located to the following: 5820 Nancy Ridge Drive, Suite 100, San Diego, CA 92121.

4. EXHIBIT B TO THE SECURITY AGREEMENT.

Exhibit B attached to the Security Agreement is hereby amended and restated to read in its entirety as set forth on **Exhibit B** attached hereto.

5. GENERAL.

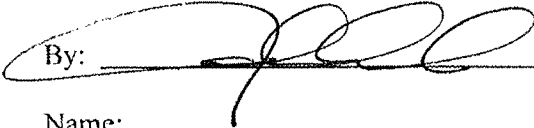
Except as expressly modified by this Amendment, all terms, conditions and provisions of the Security Agreement shall continue in full force and effect as set forth therein. In the event of a conflict between the terms and conditions of the Security Agreement and the relevant terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. Each Party represents and warrants to the other Parties that this Amendment has been duly authorized, executed and delivered by it and constitutes a valid and legally binding agreement with respect to the subject matter contained herein. Each Party agrees that the Security Agreement as amended by this Amendment, constitutes the complete and exclusive statement of the agreement between the Parties, and supersedes all prior proposals and understandings, oral and written, relating to the subject matter contained herein. This Amendment shall not be modified or rescinded except in a writing signed by the Company and the Majority Interest. This Amendment shall be governed by California law, without regard to the conflicts of law provisions of the state of California or of any other state. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives:

COMPANY:

CELULA, INC.

By:  _____

Name: _____

John Ost

Title: President and Chief Executive Officer

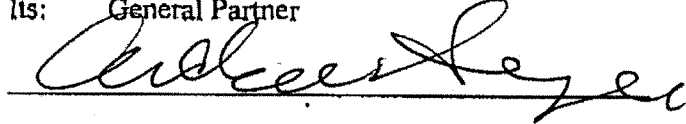
Address: 5820 Nancy Ridge Drive, Suite 100
San Diego, CA 92121

*[Signature Page to
Amendment No. 1 to Security Agreement]*

INVESTORS:

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC
Its: General Partner



Name:


Title:

Address: 2223 Avenida de la Playa
La Jolla, CA 92037-3218

*[Signature Page to
Amendment No. 1 to Security Agreement]*

VERSANT VENTURE CAPITAL II, L.P.
VERSANT SIDE FUND II, L.P.
VERSANT AFFILIATES FUND II-A, L.P.

By: Versant Ventures II, LLC
Its: General Partner



Name: Charles M. Warden
Title: Managing Director

Address: 3000 Sand Hill Road, Bldg. 4, Suite 210
Menlo Park CA 94025

*[Signature Page to
Amendment No. 1 to Security Agreement]*

TRADEMARK
REEL: 004792 FRAME: 0673

SKYLINE VENTURE PARTNERS V, L.P.
By: Skyline Venture Management V, LLC
Its: General Partner

By: Kerensa Kenny

By: ~~John G. Freund~~ Kerensa Kenny

Its: ~~Managing Director~~ Authorized Signatory


Address:

525 University Avenue
Suite 520
Palo Alto, California 94301

*[Signature Page to
Amendment No. 1 to Security Agreement]*

TRADEMARK
REEL: 004792 FRAME: 0674

KAISER PERMANENTE VENTURES LLC - SERIES A

By:  _____

Name: WILLIAM LEE

Title: VP, PENSION & FOUNDATION INVESTMENTS

Address: One Kaiser Plaza, 22nd Floor
Oakland, CA 94612
Attn: Chris M Grant

KAISER PERMANENTE VENTURES LLC - SERIES B


By:  _____

Name: WILLIAM LEE

Title: VP, PENSION & FOUNDATION INVESTMENTS

Address: One Kaiser Plaza, 22nd Floor
Oakland, CA 94612
Attn: Chris M Grant

THE PERMANENTE FEDERATION LLC - SERIES I

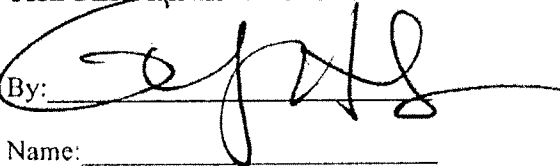
By:  _____

Name: GWEN HENTGES

Title: CFO

Address: One Kaiser Plaza, 22nd Floor
Oakland, CA 94612
Attn: Chris M Grant

THE PERMANENTE FEDERATION LLC - SERIES J

By:  _____

Name: _____

Title: _____

Address: One Kaiser Plaza, 22nd Floor
Oakland, CA 94612
Attn: Chris M Grant

*[Signature Page to
Amendment No. 1 to Security Agreement]*

TRADEMARK

REEL: 004792 FRAME: 0675

CHL MEDICAL PARTNERS III, L.P.

By: CHL Medical Partners III, LLC
its General Partner

By: 

Name: Gregory Weinhoff

Title: Vice President

Address: 1055 Washington Blvd.
Stamford, CT 06901

Attn: Gregory M. Weinhoff, MD

CHL MEDICAL PARTNERS III SIDE FUND, L.P.

By: CHL Medical Partners III, LLC,
its General Partner

By: 

Name: Gregory Weinhoff

Title: Vice President

Address: 1055 Washington Blvd.
Stamford, CT 06901

Attn: Gregory M. Weinhoff, MD

*[Signature Page to
Amendment No. 1 to Security Agreement]*

EXHIBIT B
PATENTS

The following table includes patent applications registered/filed with foreign patent offices as well as the United States Patent and Trademark Office.

Description	Registration/ Application Number	Registration/ Application Date
Optical analysis, separation and sorting (US)	6,744,038	2004
Optical analysis, separation and sorting (US)	6,815,664	2004
Optical analysis, separation and sorting using absorption maxima (US)	6,833,542	2004
Optical gradient particle separation (US)	6,936,811	2005
Apparatus and methods for lateral switch in a microchannel network; Packaging of microchannel network in a self-contained, disposable cartridge; Detailed coverage of optical and microfluidic designs (US)	7,745,221	2010
Apparatus and methods for lateral switch in a microchannel network; Packaging of microchannel network in a self-contained, disposable cartridge; Detailed coverage of optical and microfluidic designs (US)	2008/0261295	2007
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (US)	2009/0042737	2008
Methods and Compositions for Differential Expansion of Fetal Cells in Maternal Blood and Their Use (US)	2011/0039258	2007
System and method for separating micro-particles (US)	2010/0117007	2009
System and method for separating micro-particles (Australia)	2002230696	2005
System and method for separating micro-particles (Canada)	2,428,078	2002
Optical analysis, separation and sorting (Australia)	2002241760	2006
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (Australia)	2004269406	2011
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (Canada)	2,536,360	2006
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (China)	200480028134.9	2006
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (Europe)	2004782647	2006

*[Signature Page to
Amendment No. 1 to Security Agreement]*

TRADEMARK
REEL: 004792 FRAME: 0677

Description	Registration/ Application Number	Registration/ Application Date
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (Europe)	08797543.9	2010
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (Japan)	2010520339	2010
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (China)	200880107316.3	2010
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (Hong Kong)	11102406.1	2011
Systems, Apparatus and Method for Biochemical Analysis (US)	61/507,966	2011
Devices and Methods for Transfer of Chemical or Biological Fluid (US)	61/565,787	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (US)	20110086769	2009
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Europe)	09804104.9	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Japan)	2011-543659	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (China)	200980157313.5	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Canada)	2,748,030	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (South Korea)	10-2011-7017360	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Australia)	2009329946	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Singapore)	201104612-5	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Indonesia)	W-00 2011 02597	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Vietnam)	1-2011-01954	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (India)	5653/DELNP/2011	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Malaysia)	PI2011002905	2011
Genotyping DNA (US)	13/208,310	2011
Genotyping DNA	PCT/US11/47485	2011
Methods for Screening and Diagnosing Genetic Conditions (US)	61/424,597	2010
Methods and Compositions for Isothermal Whole Genome Amplification (US)	61/483,636	2011